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5 UNITED STATES DISTRICT COURT
6 WESTERN DISTRICT OF WASHINGTON
7 AT SEATTLE

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9 PHILADELPHIA INDEMNITY
10 INSURANCE COMPANY,

11 Plaintiff,

12 v.

13 MATTHEW C ROWLEN,

14 Defendant.

15 C16-1912 TSZ

16 MINUTE ORDER

17 The following Minute Order is made by direction of the Court, the Honorable
18 Thomas S. Zilly, United States District Judge:

19 (1) Plaintiff's Motion for Second Supplemental Judgment against Defendant
20 Matthew C. Rowlen, docket no. 24, is DENIED. Plaintiff seeks a supplemental default
21 judgment against Defendant for fees and costs incurred during efforts to enforce this
22 Court's earlier default judgments, docket nos. 17 & 23. See Decl. of J. Sokol, docket
23 no. 25, Ex. A (listing (1) fees and costs associated with analyzing this Court's prior
orders, (2) preparing correspondence regarding indemnification, (3) research and writing
related to various writs of garnishment and efforts to register foreign judgments, and (4)
fees related to the preparation of the instant motion).

1 The only basis for relief Plaintiff cites is RCW §4.84.330, which permits an award
2 of fees and costs to the prevailing party if authorized by the underlying contract. Plaintiff
3 suggests the underlying Indemnity Agreement (the "Agreement") that was the subject of
4 Plaintiff's Complaint, docket no. 1, authorizes recovery of fees and costs associated with
5 execution on the prior judgments. However, the Agreement says no such thing.
6 Although the Agreement requires Defendant to indemnify Plaintiff for "any Loss
7 sustained or incurred: (a) by reason of having executed or being requested to execute any
8 and all Bonds; (b) by failure of [Defendant] to perform or comply with any of the
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1 covenants or conditions of this Agreement or any other agreement; and (c) in enforcing
2 any of the covenants or conditions of this Agreement or any other agreement,” those
3 provisions are limited to acts or omissions related to the requirements of the Agreement.
4 Indemnity Agreement, docket no. 16-2 at 2. The Agreement does not expressly authorize
recovery of collection costs or other costs associated with execution of a judgment. To
the extent Plaintiff is alleging new facts that give rise to separate claims under the
Agreement, those facts were not part of the operative Complaint and are irrelevant for
purposes of this litigation.

5 Fees associated with garnishment and registration are recoverable in the same
6 collateral proceedings where they were incurred, pursuant to RCW §§ 6.27.090
(authorizing recovery of certain costs and fees in a garnishment proceeding of up to 10
7 percent of the unsatisfied judgment or the amount prayed for in the complaint); 6.36.140
(authorizing recovery of costs of registering a foreign judgment). Plaintiff has cited no
8 authority indicating this Court may enter supplemental default judgments associated with
a creditor’s attempts to execute on prior default judgments when Washington law
9 authorizes their recovery elsewhere. Finally, Plaintiff also fails to offer evidence
regarding whether the fees charged represent reasonable fees in the relevant community.
10 *See Camacho v. Bridgeport Fin. Inc.*, 523 F.3d 973, 979 (9th Cir. 2008) (“Generally,
when determining a reasonable hourly rate, the relevant community is the forum in which
the district court sits.”). Therefore, Plaintiff’s Motion for Second Supplemental
Judgment against Defendant Matthew C. Rowlen, docket no. 24, is DENIED.

12 (2) The Clerk is directed to send a copy of this Minute Order to all counsel of
record.

14 Dated this 24th day of October, 2018.

15 William M. McCool
16 Clerk

17 s/Karen Dews
Deputy Clerk